



## Di-Plast Voucher Agreement

### Preamble

This agreement is made within the framework of the Di-Plast project.

### Parties of this agreement

This Agreement is between the following Parties:

[INSERT official name of the SME/Recipient of the voucher], hereafter referred to as Recipient

[INSERT official name of the Di-Plast partner from the SME/Recipient region], hereafter referred to as Di-Plast partner

These Parties are hereafter jointly referred or individually referred to as Parties or Party, relating to the Di-Plast voucher Action entitled:

[INSERT ID number of the application and/or name of the action as described in the application]

hereafter referred to as the Action.

The Parties agree as follows:

### Section 1: Purpose

The purpose of this Voucher Agreement is to specify the relationship between the Parties, in particular concerning the execution of the work between the Parties and the rights and obligations of the Parties, with respect to the voucher Action funded within the framework of the Di-Plast project.

### Section 2: Description of general obligations within the Voucher Action

#### 2.1 Application Form

The description of work and the budget allocation as described in the approved Application Form are binding and will be executed within the framework of this Voucher Action. The Application Form is regarded as an annex to this Agreement and represents an integral part of this agreement.



## 2.2. Voucher

The Voucher will cover 100% of the costs of the activities indicated in the approved Application Form, for a maximum amount of [INSERT € XXXX], excluding VAT.

## 2.3 De Minimis

The value of the voucher provided to the Recipient complies with the State Aid rules by applying the De Minimis exemption under EC Regulation 1407/2013. Under this exemption scheme, the Recipient can receive up to €200,000 of State Aid in a rolling three year period (the current financial year and the two previous financial years). Part of this Agreement is the Annex Declaration for application of de minimis aid, which needs to be signed by the Recipient in parallel with this Agreement.

## **Section 3: Duration and termination**

### 3.1 Entry into force

A legal entity becomes a Party to this Agreement upon signature by a duly authorised representative. This Agreement enters into force when it is signed by the two Parties.

### 3.2 Duration and termination

The normal duration of an Action is up to 6 months. The ultimate deadline for action end is [to be added for each voucher].

If an Action hasn't started within the 6-month period, the voucher amount may be reallocated to another beneficiary.

This Agreement terminates as soon as the payment by the Di-Plast partner to the Recipient has been achieved. After termination of the agreement, all Parties are required to retain and file all administrative and other documents related to this Incentive Action for the time meeting the EU legal demands (at least 10 years).



## **Section 4: Responsibilities of Parties**

### 4.1 General principles

In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail.

Each Party ensures to take part in the efficient implementation of the Action, and to cooperate, perform and fulfil its obligations accurately and on time. The Recipient will notify the Di-Plast partner immediately about any significant information with regard to problems or delays that are likely to affect the Action, and if possible, provide a proposal for amending the Action to resolve the issue.

Parties acknowledge that there are no conflicts of interest among themselves.

### 4.2. Action Progress Monitoring and amendments

If any problems or delays such as those indicated in article 4.1 occur, the Di-Plast partner will discuss the problems and possible amendments with the Di-Plast decision body. The decision body can confirm or reject amendments to the Action. Any amendment to the original Application Form will be attached to this agreement as an Annex and will be binding for all Parties.

Any substantial deviations from the Application Form which have not been approved by the Di-Plast decision body may result in curtailment or withdrawal of the Di-Plast funding of the Action, to be decided upon by the Di-Plast decision body. The Recipient is not allowed to transfer their responsibilities to third Parties.

### 4.3 Reporting

As soon as the Action is finished, the recipient SME informs its regional Di-Plast partner [INSERT name and e-mail address of Di-Plast partner] that the Action is actually finished.

The Recipient of the Voucher agrees to provide the Di-Plast partner with a short report about the results of the Action within one month after the end of the Action. The recipient will send a dedicated reporting to the Di-Plast partner.

### 4.4 Payment and Payout Form

Once the Action is finished, the Provider of the action is payed and the above mentioned report has been send, the Recipient issues the payment by sending the completed Payout Form to the Di-Plast partner. The Payout Form is regarded as an annex to this Agreement and represents an integral part of this agreement.

The amount of the payout (without VAT) shall be equal or up to the amount of the granted Voucher, as specified in section 2.2. The amount of the invoice shall never be higher than the amount of the granted Voucher.



The completed Payout Form needs to be transferred within 2 months after Voucher Action costs have been made, but not later than April 15<sup>th</sup>, 2022 to the Di-Plast Partner. If not, the applicant loses the right to the voucher and related funding. The documents can be sent to the Di-Plast partner by e-mail, but the originals must be kept in accordance with the storage obligation.

### **Section 5: Intellectual property (IP)**

Parties must agree IP positions before undertaking the work. The Di-Plast decision body recommends that IP generated by the Action is owned by the Recipient. Only in case it is not possible to execute the activities without a written IP agreement, a separate agreement should be signed. This content will be the responsibility of the Recipient and the Provider.

### **Section 6: Confidentiality**

The Recipient can agree that a portion of the information which they develop and/or share within the context of the Voucher Action may be regarded as confidential. Such information will be considered confidential in case it has been explicitly identified as such. The Recipient may use these confidential data exclusively.

Confidentiality shall in no case impede reporting obligations to the Di-Plast partner. This reporting information will also be accessible for the Di-Plast decision body and all auditors designated by the Di-Plast partners, the Interreg North West Europe Secretariat and/or the European Commission.

The Recipient may be asked to provide general non-confidential information for communication purposes (i.e. for the Di-Plast website or project presentations).

The Partners will take steps to guarantee that all staff involved in the Action will respect confidential data, will not disseminate this data, provide them to third Parties or use these data without the consent of the Party that supplied these data.

Data disclosed by a Party or Partner that can demonstrate that it had these data in its possession prior to the Action are not covered by the confidentiality clause.

This confidentiality clause will remain in effect 5 years after this agreement has expired.

### **Section 7: Force Majeure**

No Party shall be considered to be in breach of this Agreement if such breach is caused by Force Majeure. Each Party will notify the other Parties and the Di-Plast partner immediately in case Force Majeure arises.



## **Section 8: Withdrawal of Interreg funding**

The execution of the Di-Plast project and the Voucher Action are dependent on funding by the Interreg NWE Programme ( [www.nweurope.eu](http://www.nweurope.eu) ). If the Interreg NWE Programme cancels (part of) the grant to the Di-Plast project for example in case of 'decommitment' of funds from the Interreg NWE Programme itself, this Agreement may be terminated immediately by the Di-Plast decision body. In this case, costs will be compensated proportionately to the overall timeframe of the project and financing received by the Di-Plast project from the Interreg Programme.

## **Section 9: Miscellaneous**

### 9.1 Severability clause

Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

### 9.2 Notices and other communication

Any change of persons or contact details shall be notified immediately by the respective Party to the Di-Plast partner.

### 9.3 Language

This Agreement is drawn up in English, which language shall be used in all official correspondence and documentation regarding the Action.

### 9.4 Applicable law

This Agreement is governed by the laws of the country in which the Di-Plast partner has its seat: [INSERT country here].

### 9.5 Settlement of disputes

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The results of the arbitration will be final and binding for the Parties. Nothing in this Agreement shall limit the Parties right to seek injunctive relief or to enforce an arbitration in any applicable competent court of law.



#### 9.6. Payment Suspension, Curtailment or Withdrawal

The Di-Plast partner may suspend, curtail or withhold grant payments to the Recipient in the event of any of the following:

- reasonable suspicion of fraud
- the use of grant funds for purposes unconnected with the Voucher Action,
- inadequacy with regard to the obligations in this Contract Agreement.

#### 9.7 Limitations of contractual liability

If implementation of the Action causes another Party or a third Party damage, the Party that has caused the damage will be liable in case the damage can be attributed to gross negligence by that Party. This Party will hold the other Parties and the Di-Plast partners harmless in this matter.

The terms of this Agreement shall not be used to amend or limit any Party's non-contractual liability.

#### **Annexes to this Contract:**

- Application Form
- Declaration for application of de minimis aid
- Payout Form



**Section 10: Signatures**

10.1 Signature of Recipient (SME)

Name of the Recipient organisation:

Name of the legal representative:

Please tick the box:

I declare the company I legally represent is not in receivership or under liquidation.

Date:

Signature (and stamp if available):

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10.2 Signature of Di-Plast Partner

Name of the organisation:

Name of the legal representative:

Date:

Signature (and stamp if available):

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